

5. The Proof of Claim indicates that the post-petition ongoing mortgage payment is \$1,208.10. The escrow account disclosure statement attached to the Proof of Claim sets the ongoing payment at \$1,194.18 as the ongoing payment.

6. Debtors object to the Proof of Claim:

- a. The Proof of Claim asserts an arrearage of 24 missed monthly payments of \$1,208.10, covering principal, interest, and escrow. Debtors object to the claim for arrearage. Attached hereto as Exhibit “A” is a true and correct copy of Debtors’ December 24, 2010 mortgage statement, issued approximately two months prior to Debtors’ bankruptcy filing date. The mortgage statement asserts a “total due amount” of \$15,745.89, including the January 2011 payment of \$1,212.61, which covers principal, interest, and escrow. Debtors do not believe they were 24 months behind on the ongoing mortgage payment as of their filing date. See Exhibit “B,” Unsworn Declaration Regarding Mortgage Proof of Claim. Debtors request Citimortgage be required to provide a payment history identifying the basis for the arrearage claim and documenting their basis for asserting 24 missed monthly payments.
- b. The Proof of Claim seeks to recover 24 missed escrow payments but does not separate its claim for escrow from its claim for principal and interest arrearages. Debtors object to the claim to the extent it seeks to recover an escrow shortage. The escrow analysis included with the Proof of Claim begins accounting in March 2011, which is after Debtors’ bankruptcy filing date. Citimortgage has not provided an escrow accounting for the time period for which it seeks to recover escrowed expenses. Debtors are unable to determine the accuracy of the escrow amounts claimed by Citimortgage based on the information attached to the Proof of Claim. Debtors request that Citimortgage provide

an escrow accounting for all dates for which it seeks to recover prepetition escrow expenses.

- c. Debtor objects to the ongoing payment amount set forth in the Proof of Claim. Based on the escrow analysis attached to the Proof of Claim, the ongoing escrow payment over collects for taxes.

Premises considered, Debtors request that, after notice and a hearing, the Court enter its order that the claim of Citimortgage be disallowed; that Debtor's ongoing payment be set at \$1,194.18; that the arrears for principal, interest, and pre-petition escrow expenses for property taxes owed to Citimortgage be set at \$16,958.50; and for such other relief as is just. A form of Order is submitted with this Objection to Claim.

Respectfully submitted,
KEELING LAW FIRM

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CERTIFICATE OF SERVICE

I hereby certify a true and correct copy of the foregoing has been served either electronically or by United States First Class Mail on this August 14, 2013 on the following:

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